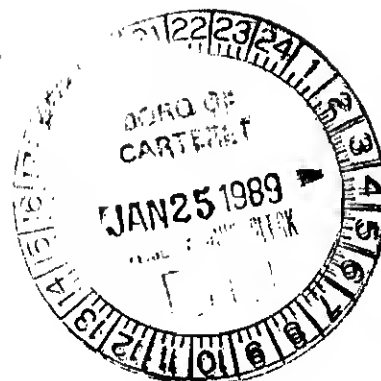


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RUTGERS UNIVERSITY
AGREEMENT



BETWEEN

Carteret, Borough of

THE BOROUGH OF CARTERET

AND

THE CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, NO. 47

X JANUARY 1, 1986 THROUGH DECEMBER 31, 1988

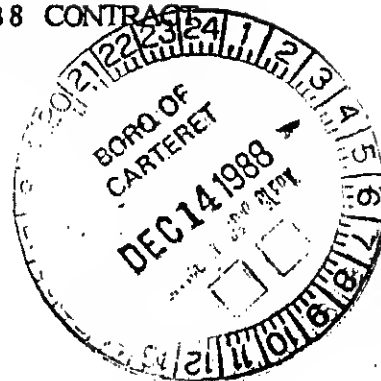
J. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
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Prepared by:

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CARTERET P.B.A., NO. 47
PROPOSALS TO AMEND 1987 - 1988 CONTRACT



The following are proposed changes in, additions to, or deletions from the collective bargaining agreement between the Borough of Carteret (Borough or Employer) and the Carteret Policemen's Benevolent Association, Local No. 47 (PBA) presented on behalf of the Employee Organization, PBA. It is understood that any and all terms and conditions of employment currently enjoyed, whether written or understood, and not modified herein or at the bargaining table, shall remain in full force and effect. All provisions of the current Agreement which are not modified as a result of the negotiations process shall be incorporated into the successor agreement.

All modifications proposed herein shall be retroactive to January 1, 1989.

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PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relationships, cooperation, and understanding between the Borough of Carteret (Borough or Employer) and the Carteret Policemen's Benevolent Association, Local No. 47 (P.B.A. or Association) and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours, and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Police Department shall be considered foremost and at all times by both parties to this Agreement.

ARTICLE I
POLICEMEN'S RIGHTS

Section A

The Employer hereby recognizes the Association (PBA) as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5-3 as supplemented and amended.

Section B

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job titles are Captain, Lieutenant, Sergeant, and Police Officer.

Section C

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right to freely organize, join, and support the Pba and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages, or any other terms and conditions of employment by reason of his membership in the PBA and its collective negotiations with the Borough, or his institution of any grievance, complaint, or proceeding under this

Agreement or otherwise with respect to any terms or conditions of employment.

Section D

Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PBA Management Committee provided that the efficiency of the Department is not affected thereby.

Section E

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

Section F

Duties given to the Department and its members involve them in all manners of contracts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation the employee or his representative shall be afforded a copy of said record at the employees expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(6) In those cases and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned.

Section G

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

ARTICLE II
HOURS OF WORK AND OVERTIME

Section A - Work Day

(1) **Patrol Division** - The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

(2) **ALL OTHER EMPLOYEES** - The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period.

Section B - Work Week

(1) **PATROL DIVISION** - The work week shall consist of four (4) consecutive, ten (10) consecutive hour work days on, followed by four (4) consecutive days off.

(2) **ALL OTHER EMPLOYEES** - The work week shall consist of five (5) consecutive, eight (8) consecutive hour days out of every seven (7) days, totaling forty (40) hours per week. (This definition shall not interfere with present scheduling.)

Section C - Overtime

(1) **PATROL DIVISION** - Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten (10) hour work days, or in excess of forty (40) hours per week. The officer shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.

(2) **ALL OTHER EMPLOYEES** - Overtime shall be defined as any work in excess of eight (8) consecutive hours per day, or in excess of five (5), eight (8) hour work days out of every seven (7), or in excess of forty (40) hours per week and shall be compensated at one and one-half (1 1/2) times the officer's regular rate of pay.

Section D - Schedule Change

Despite Section A above, the Borough of Carteret retains its managerial right to change the work schedule. The PBA retains its rights to negotiate terms and conditions of employment as provided by law.

Section E - Call-In Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half ($1 \frac{1}{2}$) times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

Section F - Court Time

All off-duty court appearances or any appearance in court-related procedures, including but not limited to preparation of testimony, conferences with lawyers, depositions, and the like, shall be compensated at one and one-half ($1 \frac{1}{2}$) times the officer's regular rate of pay for two (2) hours or for all time so worked, whichever is greater.

Section G - Holiday Premium Pay

Any employee working a holiday as defined in Article V, Section A, herein after, shall receive, in addition to their regular holiday compensation, the following:

1) Time and one-half ($1 \frac{1}{2}$) his regular rate of pay for all hours worked, plus an additional day to be taken off at a later date. Said day off shall be designated as a holiday and shall be administered like a vacation day.

2) Double time and one-half ($2 \frac{1}{2}$) his regular rate of pay for all hours worked, without an additional day off later.

3) Any employee who is assigned to a division which is determined by the Chief of Police to be off-duty during holidays shall not have the options listed above, but must take the holiday as it occurs.

4) Due to the nature and type of work and scheduling required, certain employees must work on Holidays as part of their regular schedule. As example, anyone regularly scheduled to work New Year's Day, a holiday listed in Article V, would be paid regular day's wages. If an employee was called in on that day he would then be paid the overtime rate described in paragraphs one and two.

Section H - In-service Training

1) Any employee who undergoes in-service training run by the Department at any time other than his regular tour of duty shall be compensated in accordance with the regular overtime provisions of this Article.

2) Other forms of training and schooling offered by organizations or agencies outside of the Department shall be compensated in accordance with the current practices.

ARTICLE III
SALARY AND LONGEVITY

Section A - Salary

(1) All employees shall receive a seven (7%) percent increase for 1987 and an eight (8%) percent increase for 1988 as reflected in the following salary guides.

(2) Salary Guides	1987	1988
Patrolmen		
4th year	30,755	33,215
3rd year	28,886	31,197
2nd year	27,551	29,756
1st year	24,501	26,461
Superior Officers		
Captain	37,822	40,848
Lieutenant	35,465	38,302
Sergeant	33,109	35,758

Section B - Longevity

In addition to the above salaries, a longevity payment shall be paid as in hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation and paid as part of the employees' regular salary as follows:

5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 years and thereafter	8%

Section C - Working in Higher Rank

Any employee assigned by the Police Administration to a

temporary rank, pending Civil Service Testing, Certification, and/or Mayor and/or Council approval shall be compensated at the higher rate of pay for all time served in that higher rank, retroactive to the initial day of assignment, upon either:

- 1) being made permanent in said higher rank;
- 2) being denied said higher rank permanently and being returned to the rank previously held.

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
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ARTICLE IV
UNIFORM ALLOWANCE

During the calendar year 1984, each member of the Police Department shall receive a uniform allowance in the sum of six hundred (\$600.00) dollars, which shall be payable in accordance with the former practice and procedure. Payment shall be made on or before June 1.

ARTICLE V
HOLIDAYS AND VACATIONS

Section A - Holidays

All members of the Police Department shall receive the following holidays annually for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christman Day
Labor Day	Employee's Birthday

Section - Personal Days

All members of the Police Department shall be entitled to leave with pay for personal, business, or other reasons for three (3) days annually subject to the following conditions:

- (1) There must be seventy-two (72) hours notice before consideration for personal day. Forms for such notice shall be provided by the Employer.
- (2) It must be approved by: (a) Officer in charge, (b) Captain, (c) Chief.
- (3) That no more than one (1) man per shift is to receive a personal day.

Section C

All members of the Police Department shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and thereafter	6 weeks

Section D

1) For Patrol Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.

2) For all other employees, a holiday and a personal day shall be equivalent to nine (9) hour days. Regarding their vacation, a week shall be equivalent to thirty-six (36) hours.

ARTICLE VI
DETECTIVE AND SPECIAL ALLOWANCES

Section A

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of Eight Hundred (\$800.00) Dollars annually as salary pay added to their rank pay. Additionally, Shift Compensation in the amount specified herein shall be paid annually to each Detective as part of their base salary. Should the Detective Division Shift change to the 4 & 4 shift as in the Patrol Division in hours worked, it is agreed that the DIFFERENTIAL portion below will be discontinued:

GRADE	YEAR IN GRADE	DIFFERENTIAL	TOTAL W/RANK PAY
3	Start of 1st Year	None	\$ 800.00
2	Start of 2nd year	\$250.00	\$1050.00
1	Start of 3rd year	\$500.00	1300.00

Section B

The assigned Firearms Custodian and Radar Officer shall each receive Two Hundred and Fifty (\$250.00) Dollars annually and the assigned Police Photographer - Identification Officer shall receive Three Hundred (\$300.00) Dollars annually in addition to their rank pay.

Section C

The Borough agrees to hire an off-duty Carteret Police Officer to act as Court Attendant during Court sessions of the local Municipal Court. This officer shall be paid Seventy-five (\$75.00) Dollars per session.

Section D Shift Compensation in the amount specified herein shall be paid annually to each Records and Traffic Officer as part of their base salary. Should the Records and Traffic Division change to the 4 & 4 shift as in the Patrol Division, in hours worked, It is agreed that the DIFFERENTIAL portion below will be discontinued:

DIFFERENTIAL

\$500.00

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
INTERVIEW ACLES
IN INTERVIEW DRIVE
TENTON FALLS, NEW JERSEY 07704

ARTICLE VII HEALTH AND WELFARE

Section A - Medical Insurance

The Employer agrees to assume the full cost of family coverage of the Blue Cross and Blue Shield coverage, Rider J coverage, and Major Medical coverage that was in full force and effect during the calendar years 1978 & 1979, up to August 1, 1979. In the alternative, the Employer has the right to undertake a self-insurance program provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar years 1978 & 1979, up to August 1, 1979. However, the following modifications shall be implemented as indicated:

For 1986 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and Laboratory coverage of the Blue Shield portion of the policy shall be increased to Four Hundred (\$400.00) Dollars per occurrence. The Major Medical Lifetime limit shall be UNLIMITED.

Section B - Life Insurance

All members of the Police Department shall have Ten Thousand (\$10,000.00) Dollars of life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

Section C - Life Insurance Upon Retirement/Disability

Beginning upon retirement or disability, a member of the Police Department shall have paid up life insurance coverage of

Five Thousand (\$5,000.00) Dollars.

Section D - Medical Insurance Upon Retirement/Disability

1) The Employer shall maintain family hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force an disability without regard to any income earned by these persons at another occupation. However, should the employee receive comparable hospitalization coverage from a subsequent employer, then the Borough's obligation to continue said insurance shall cease.

2) The Borough shall permit widow/widower and dependent coverage to be purchased at group rates.

Section E - Dental Insurance

The Borough shall pay eighty-five (85%) percent of the premiums for the dental program. Said plan shall be the choice of the PBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

ARTICLE VIII
SEVERANCE PAY

Section A

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

Section B

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- (1) Those members having accumulated sick time up to and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- (2) Those members having accumulated sick time from one hundred and one (101) days to one hundred and fifty (150) days shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.
- (3) Those members having accumulated sick time from one hundred and fifty-one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.
- (4) Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and fifty (150) days pay based upon their rank at the time of

ARTICLE VIII

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- (3) Those members having accumulated sick time from one hundred and fifty-one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.
- (4) Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and fifty (150) days pay based upon their rank at the time of

retirement.

Section C

It shall be the option of the retiring employee to accept his/her severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

Section D

The Borough of Carteret shall compute and pay time owed to the estate of any member who dies while on active service with the Police Department in accordance with the formula contained in this Article.

Section E

"Sick Days" as stated herein shall be defined as one and one-quarter (1 1/4) days per month and shall be allowed to accumulate.

Section F

1) For Patrol Division only, sick days shall mean a ten (10) hour day.

2) For all other employees, sick day value shall mean a nine (9) hour day.

ARTICLE IX

LEGAL AID

Section A

The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of P.B.A., Local #47, with fee approval of the Borough Attorney, provide counsel designated by P.B.A., Local #47 for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

Section B

The Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X

P.B.A. RIGHTS

Section A - Dues Deduction

P.B.A., Local #47's shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to P.B.A., Local #47 by the Borough Clerk.

Section B - Representation Fee

(1) The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the P.B.A.'s dues, initiation fees, and assessments, which shall be withheld in accordance with the law.

(2) The P.B.A. shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

Section C - Facilities

(1) The P.B.A. can use the Municipal Courtroom for its union meetings based upon availability of said courtroom. The P.B.A. shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

(2) The P.B.A. shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being born by the P.B.A. Furthermore, the P.B.A. shall be provided space on the bulletin board in the Police Department employee lounge and, based upon the availability of space, on the bulletin board located in Borough Hall.

(3) The Borough shall investigate the availability of and

attempt to provide the P.B.A. with adequate office space at no cost to the P.B.A. The P.B.A. shall have the use of such space and shall be permitted to install a telephone at its own expense.

Section D - Exclusivity

The rights and privileges of the P.B.A. and its representatives granted under this Article shall be granted only to the P.B.A. as the exclusive representative of all employees covered by this Agreement.

ARTICLE XI

BEREAVEMENT LEAVE

Section A

In the event of a death in an employee's immediate family, he/she shall be entitled to four (4) days leave of absence with pay.

Section B

"Immediate Family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

Section C

For Patrol Division only, a bereavement day shall be a ten (10) hour day.

ARTICLE XII
GRIEVANCE PROCEDURE

Section A - Definition

A grievance shall be a claim by the Employer or employee, or by the Association that either the Employer, individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the Association that either an individual employee, group of employees, or the Association has been harmed by either the interpretation or application of Employer-Police rules and regulations as heretofore adopted or as may in the future be duly adopted.

Section B - Procedure

The following procedure shall be followed with reference to grievances:

Step 1:

(a) An individual or the PBA shall have twenty (20) days from the occurrence or from when they should have reasonably known of the occurrence to file a grievance, in writing, with the Chief of Police. Should the grievant, PBA, or Chief attempt to work the grievance out informally and fail to do so, then the time limit to file a written grievance shall commence from the last communication conducted in the matter.

(b) The Chief of Police shall have fifteen (15) days from the receipt of the written grievance or any meeting mutually conducted

In the regard, whichever is later, to render his decision in writing, setting forth his findings and reasons for his decision, and shall submit his decision, along with the original grievance, to the PBA President or his designee.

(c) Failure to comply with the time limits herein shall be deemed a denial of the grievance and shall entitle the PBA to proceed to the next Step.

(d) Grievances which arise out of action taken by the Mayor and/or Council, and which are deemed by the Chief to be outside of his remedial authority, shall be filed at and commence with Step 2 rather than Step 1.

Step 2:

(a) Within ten (10) days of the receipt of or due date of the Chief's response, the PBA, if not satisfied with the disposition of Step 1, may submit the grievance, jointly and simultaneously, to the Mayor and Council.

(b) A meeting between the PBA and the Mayor and Council, jointly, shall be convened within fifteen (15) days of the filing of the grievance. Such meeting shall be at a time and place mutually acceptable to the parties.

(c) The position of the PBA, along with any witnesses and/or documents relevant to the case, shall be presented to both the Mayor and Council.

(d) Following the conclusion of the meeting, it shall be the responsibility of the Council to render its decision, in writing, citing its findings of fact and reasons for said decision, to the PBA President or his designee. Said written decision shall be

received no later than ten (10) days following the conclusion of this Step 2 meeting, above.

Step 3:

(a) Should the PBA not be satisfied with the disposition of Step 2, or should a decision not be received in the designated time, then the PBA or its representative, solely and exclusively, may submit the grievance to binding arbitration.

(b) A Panel of Arbitrators shall be requested from the New Jersey Public Employment Relations Commission (PERC). Notice shall be served on the Borough by submitting a copy of said request to the Borough Clerk's office.

(c) The selection of the arbitrator shall be in accordance with the Rules and Regulations of PERC. Likewise, the conduct of the hearing and all related proceedings shall be in accordance with the Rules and Regulations of PERC.

(d) It is understood that only the PBA or its designated representative, singly and solely, shall have the right to institute the arbitration process.

Section C- Limitations

Any grievance or other matter in dispute not settled at the lower Steps may be submitted to binding arbitration, except those items which are specifically exempt from the process by preemptive statutory language or judicial decision by a court of competent jurisdiction.

Section D - Arbitration

(1) The arbitrator shall conduct his/her hearing in accordance with the Rules and Regulations of PERC.

(2) The decision of the arbitrator shall be in writing and shall set forth the findings of fact and rationale for the decision reached.

(3) The decision of the arbitrator shall be final and binding on all parties.

(4) The arbitrator shall consider only the matter submitted to PERC for hearing and decision.

(5) The arbitrator shall not have the authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section E - Cost

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association. Any other costs shall be borne by the parties incurring same.

ARTICLE XIII
MUNICIPAL ORDINANCES

Section A

The provisions of municipal ordinances which affect the term and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

S. M. DOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
2755 VINE AVE.
14 ELYSIAN DRIVE
WINTON FALLS, N.H. 03093-0709

ARTICLE XIV
STATE DELEGATE

Section A

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the delegate from PBA, Local #47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention.

Section B

The Borough agrees that the delegate of PBA, Local #47 shall be released from working duties for such time or times, day or days, as is reasonably required for performance of his duties on behalf of Local #47, without loss of pay.

ARTICLE XV
COLLEGE CREDIT

Section A

Each member of the bargaining unit shall receive, in addition to his/her annual salary, the sum of Fifteen (\$15.00) Dollars per annum for each college level credit received for a police related course. The sum shall be paid in lump sum in the pay period effective January 1, 1984.

ARTICLE XVI
CIVIL SERVICE

Section A

The Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title II of the Revised Statutes of New Jersey and the Rules and Regulations of the Civil Service commission.

Section B

The Employer agrees that in the event it hires any person(s) to act Police Officers under and through the provisions of the Comprehensive Employment Training Act (CETA), it shall make every reasonable effort to hire such individuals in accordance with their standing on the Civil Service Eligibility List currently in effect.

Section C

Notwithstanding the provisions of Civil Service, the Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause. ("Just Cause" as used in this specific instance shall be as defined by the Civil Service Rules and Regulations of the State of New Jersey, and as may be amended during the term of this Agreement.)

ARTICLE XVII
NO MODIFICATION EXCEPT IN WRITING

Section A

The Parties hereby agree that there shall be no valid modification except in writing, executed by the Business Administrator, Mayor or Employer's designee, and the President and Secretary of the P.B.A., subject to the ratification of the P.B.A. members for the employees and by the Borough Council of Carteret for the Employer.

ARTICLE XVIII
SAVINGS CLAUSE

Section A

If any article or section of this Agreement, or any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state, or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

ARTICLE XIX
TERM OF AGREEMENT

The term of this Agreement shall be effective as of January 1, 1987 and shall continue for a period of two (2) years through December 31, 1988. All benefits, payments and fringe benefits and any other matter covered by this Agreement shall become effective January 1, 1987 and shall continue in full force and effect until a subsequent Agreement takes its place.

SIGNATORY

THIS AGREEMENT, effective January 1, 1987, has been executed
this _____ day of January, 1989 , BETWEEN the BOROUGH OF
CARTERET, a municipal corporation of the State of New Jersey, and
the CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 47.

FOR THE BOROUGH:

FOR THE P.B.A.:

MAYOR

PBA PRESIDENT

BOROUGH CLERK

PBA NEGOTIATOR

PBA DELEGATE

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
INTERVIEW AGENTS
14 RIVERVIEW DRIVE
TURTLE CREEK, NEW JERSEY 07074

CARTERET P.B.A., NO. 47
PROPOSALS TO AMEND 1987 - 1988 CONTRACT

NON-ECONOMIC PROPOSALS

1. NEW ARTICLE, NO WAIVER, shall be added to the Agreement as follows:

Except as otherwise provided in this Agreement, the failure to enforce any provision in this Agreement or otherwise exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

2. ARTICLE 11 - DELETE IN ITS ENTIRETY, SECTION D:

Pursuant to recent PERC and Appellate Court decisions, including a PERC decision rendered against the Borough of Carteret (PERC No. 88-81, 14 NJPER _____, 1988) schedules, and hours of work are mandatory subjects of bargaining. This Section as it is written is non-negotiable and should be removed.

CHANGE SECTION A (2) to reflect NINE (9) HOUR DAYS.

CHANGE SECTION B (2) to reflect Four (4) consecutive . . . during Nine (9) Hour Days.

CHANGE SECTION C (2) to reflect Nine (9) consecutive hours per day, or in excess of Four (4) Nine (9) Hour Days out of every Seven (7).

3. ARTICLE 11 - ADD NEW SECTION G:

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Commencing with the 15th of the month following the execution of this Agreement and, subsequently each October 15th thereafter, shift assignments shall be made pursuant to a seniority based bid system. Standard slips shall be developed and distributed to all affected personnel no less than two (2) weeks prior to the commencement date. The employee shall list his/her shift choices giving 1st, 2nd, and 3rd preference. Assignments shall then be made based upon seniority. These assignments shall then take effect as of January 1 following the submission date and shall remain in effect until the procedure is repeated the following year.

This shall not be interpreted to mean that duty assignments, such as detective bureau, traffic, etc. are to be bid. Those assignments remain the prerogative of the Chief which shall be in accordance with controlling Statutes.

Further, in order to meet the needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of the citizens of the Borough. In these cases the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his bid shift.

S. M. BOSCO ASSOCIATES
LABOR RELATIONS SPECIALIST
10 RIVERVIEW DRIVE
THIRTON FALLS, NEW JERSEY 07094

This Section shall not preclude employees from voluntarily switching or swapping shifts with one another prior to the re-bid date. However, as is the current

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practice, such switches shall occur with the approval of the Chief of Police or his designee. Such approval shall not be arbitrarily or capriciously denied.

4. ARTICLE X, P.B.A. RIGHTS; ADD NEW SECTION E:

The P.B.A. shall be responsible for type setting the contract. The Borough shall be responsible for reproducing the contract and providing each employee with a copy.

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ECONOMIC PROPOSALS

5. ARTICLE 11, HOURS OF WORK; ADD NEW SECTION G:

Any employee working a holiday as defined in Article V, Section A, shall be compensated at the rate of one and one-half (1 $\frac{1}{2}$) times their regular rate of pay for all hours worked within their regular tour of duty and two (2) times their regular rate of pay for all hours worked beyond or in addition to their regular tour of duty.

6. ARTICLE 111, SALARY AND LONGEVITY; CHANGE AS FOLLOWS:

All employees shall have their base wages adjusted as follows: For 1989, an increase of Eight (8%) percent and for 1990, and increase of Eight (8%) percent shall be provided. In addition, all Superior officers shall have the sum of Five Hundred (\$500.00) Dollars added to the new base rate in each of the two years.

The wage guides will be as follows:

	1989	1990
4th year Patrolman	\$35,873	\$38,742
3rd year Patrolman	33,692	36,388
2nd year Patrolman	32,136	34,707
1st year Patrolman	28,578	30,864
Captain	\$44,616	\$48,145
Lieutenant	41,867	45,177
Sergeant	39,118	42,208

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7. ARTICLE 111, SALARY AND LONGEVITY; CHANGE SECTION B:

Said longevity shall be paid for continuous years of service with the Borough of Carteret as follows:

5 to 9 years.	2% of base salary
10 to 14 years.	4% of base salary
15 to 19 years.	6% of base salary
20 to 24 years.	10% of base salary
25 years and over.	12% of base salary

8. ARTICLE 111, SALARY AND LONGEVITY; ADD NEW SECTION C;

A Shift Differential shall be paid to all employees in accordance with the following:

Afternoon Shift

4 - 4 shift (5 PM - 3 AM)	+ \$0.25 / hour
4 - 3 shift (6 PM - 3 AM)	+ \$0.25 / hour

Night Shift

4 - 4 shift (9 PM - 7 AM)	+ \$0.50 / hour
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It is understood that the Detective Bureau and others working a 4 - 3 shift may not necessarily work these exact shift hours. At any rate, any employee working on assignment which entails irregular hours because of specific assignment, shall be compensated at the above rates for all hours worked which fall within those premium shifts as listed above. The shift hours as listed above for Patrol may not be changed without prior negotiations.

9. ARTICLE 111, SALARY AND LONGEVITY; ADD NEW SECTION D:

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All members of the Police Department shall receive, in addition to any other wages and emoluments as may be set forth herein, Incentive Bonuses as set forth herein. Said bonuses shall be paid in a separate check on the last pay day of the calendar year. Any employee who is receiving this bonus and resigns shall have this bonus prorated and paid in their last pay check from the Borough. Any employee who retires, either via service or disability, or who dies, either the employee or his estate shall receive the full year's bonus, regardless of time of severance.

A. C.P.R. Certification = \$150 per year

B. Radar Operator Certification = \$100 per year

C. Breathalyzer Operator Certification = \$100 per year

These bonus payments shall be made prorata from the date of certification. Any employee may receive any one, more than one, or no bonus payments according to certification(s) held.

10. ARTICLE IV, UNIFORM ALLOWANCE; CHANGE AS FOLLOWS:

In addition to the uniform allowance, a clothing maintenance allowance shall be provided each employee in the amount of Two Hundred (\$200) Dollars per year. Payment shall be made in accordance with the uniform allowance procedures as set forth above.

11. ARTICLE V, HOLIDAYS AND VACATIONS; CHANGE AS FOLLOWS:

ADD TO SECTION A:

Martin Luther King Day

ADD NEW SECTION E:

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Each employee shall, at his option and discretion, have the ability to "sell back" to the Borough up to seven (7) holidays per year. Written notification on a mutually designed and agreed upon form shall be provided to the Borough Treasurer by each employee no later than June 1st of each year, as to the number of holidays being "sold back." Payment for said holidays shall be made in the first pay period of December.

12. ARTICLE VII, HEALTH AND WELFARE; CHANGE AS FOLLOWS:

SECTION B: Increase amount to Twenty Thousand (\$20,000) Dollars.

SECTION C: Increase amount to Ten Thousand (\$10,000) Dollars.

SECTION D: Add the following provision:

Should an employee die or should a retiree die, then the Borough shall maintain full hospitalization and medical coverage in terms pursuant to this Agreement for the employee's spouse and dependants.

SECTION E: Increase the Borough's contribution to One Hundred (100%) Percent.

SECTION F: ADD THIS NEW SECTION AS FOLLOWS:

The Borough shall provide, at no cost to the employees, a Prescription Drug Plan. Said plan shall carry with it a minimum of Two Dollar (\$2.00) Co-payment and shall cover all prescriptions, including oral contraceptives.

13. ARTICLE XI, BEREAVEMENT LEAVE; ADD NEW SECTION D:

One (1) day of bereavement leave shall be provided for the

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death of any relative of the employee or the employee's spouse which is not within the immediate family as defined herein above.

14. ARTICLE XIII, MUNICIPAL ORDINANCES; ADD NEW SECTION B:

If any other department or group of employees within the Borough of Carteret receives a raise in excess of the percentages contained herein and/or other benefits in excess of those represented herein, such percentage raise and/or benefits shall be granted to all such members of this Department.

15. THE TERM OF THIS AGREEMENT SHALL BE FOR TWO YEARS:

1989 AND 1990.